



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ahmed v A.K.A Mohammad Ahmad Chaudry, 2026 ONLTB 46548

Date: 2026-06-18

File Number: LTB-L-071117-25

In the matter of: MAIN FLOOR, 38 ABDUS SALAM ST
MAPLE ON L6A3A8

Between: Wasim Ahmed Landlords
Rifat Manzoor

And

Mohmood Ahmed A.K.A Mohammad Ahmad Chaudry Tenant

Wasim Ahmed and Rifat Manzoor (the 'Landlords') applied for an order to terminate the tenancy and evict Mohmood Ahmed A.K.A Mohammad Ahmad Chaudry (the 'Tenant') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 8, 2025 and March 18, 2026.

The Landlord, Wasim Ahmed, the Landlords' Legal Representative, Maria Sturino, and the Tenant attended the hearings. Takrim Ahmed attended as a witness for the Landlord. The Tenant was supported by an Urdu interpreter, Fariha Asad.

Preliminary Issue:

1. The Tenant raised an issue with the payment of the required compensation under this L2 application, indicating that the compensation had been paid late.
2. The Landlords submitted that they issued a cheque to the Tenant on November 1, 2025 for \$1,765.00. The Tenant deposited this cheque on November 25, 2025, it was returned for non-sufficient funds on November 28, 2025 and the Landlords were notified by their bank about this return on December 1, 2025.

3. The Landlords made an e-transfer to the Tenant on December 3, 2025. The Tenant acknowledged receiving this e-transfer.
4. It therefore appears that that compensation was received by the Tenant just short of one month after the termination date.
5. Section 48.1 of the *Residential Tenancies Act, 2006*, (the 'Act') states that:

A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

6. Section 55.1 of the Act states that:

If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

7. The Board has the discretion to extend the deadline for compensation under section 48.1, pursuant to subsection 190(2). However, this discretion must be exercised in accordance with the LTB Rules of Procedure. Rule 16.4 sets out the factors the Board may consider in deciding requests to extend or shorten timelines under the Act as follows:
 - the length of the delay, and the reason for it;
 - any prejudice a party may experience;
 - whether any potential prejudice may be remedied;
 - whether the request is made in good faith; and
 - any other relevant factors.
8. The Landlords' representative submitted that this compensation issue was purely an administrative error on their part and that they demonstrated clear intent to pay the required compensation in full and on time through their provision of a cheque to the Tenant on November 1, 2025, prior to the termination date of November 4, 2025 and through their immediate e-transfer of funds upon becoming aware of the return of this initial cheque.
9. The Tenant was not able to identify any prejudice they faced as a result of this late payment. They acknowledged that they attempted to cash the Landlords' cheque on November 25, 2025 and ultimately received payment on December 3, 2025, a period of nine (9) days.
10. It is appropriate to extend the deadline for compensation in some cases. This is, in my view, one of those cases. The true length of time of non-payment was only nine days and the payment was made before the hearing of this matter. Therefore, I will exercise my discretion to extend the timeline for the payment of compensation to December 3, 2025.

Determinations:

11. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as detailed below.
12. The Tenant was in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

13. On August 20, 2025, the Landlords gave the Tenant an N12 notice of termination deemed served on August 25, 2025 with the termination date of November 4, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their child, Takrim Ahmed.
14. The N12 notice was served under s. 48(1)(c) of the Act which states:

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

(c) a child or parent of the landlord or the landlord's spouse.

15. The main issue to be determined on this application is whether the Landlords have satisfied the "good faith" requirement in s. 48(1) of the Act. The jurisprudence holds that the onus is on the Landlords to establish that the individual(s) identified on the notice genuinely intend to move into the rental unit after the Tenant vacates and live there for at least one year.
16. The Courts have provided much guidance to the Board in interpreting the "good faith" and "genuine intent" requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
17. The Courts have stated that the test of good faith is genuine intention to occupy the residential unit and not the reasonableness of the landlord's proposal (*Feeney v. Noble* (1994), 19, O.R. (3d) Div.Ct) ("Feeney").
18. As confirmed in subsequent decisions, this legal test remains unchanged, and the "good faith" requirement simply means a genuine intention to occupy the premises and not the reasonableness of the landlord's proposal (*Salter v. Beljinac* 2001 CanLII 30231 (ONSC DC) ("Salter").
19. Thus, the Landlords must establish that the individual identified on the N12 notice genuinely intends to move into the unit. The Court also found in *Salter* that the landlord's motives are "largely irrelevant".
20. As per s. 72(1) of the Act, the Landlords filed a declaration with the Board from both themselves (Wakim Ahmed – 'WA') and their child (Takrim Ahmed – 'TA') indicating that TA intends to occupy the rental property for a period of at least one year for the purposes of their own residential occupation.

Landlord's Evidence

21. Landlord WA testified that:

- a) He is the owner of the rental property, which consists of two units. The main floor unit is approximately 1200 sq ft and has three bedrooms. The basement unit is smaller, with only one bedroom;
- b) The Tenant is currently on a month-to-month tenancy;
- c) He discussed increasing the Tenant's rent to \$2,500.00 per month with the Tenant in 2023, but ultimately did not do so;
- d) He put the house up for sale in October 2024 due to financial difficulties he was facing due to other business interests. Shortly after this, he was reminded by his son that he had promised to allow his son to move into the rental property after he graduated.
- e) There had been an issue with the non-payment of utility bills in June or July 2023 that resulted in the electricity in the rental unit being temporarily cut off. Upon being made aware of this issue, the Landlord paid the utility bill and had the electricity turned back on;
- f) His son is 22 years old, currently lives in the family home and wants to have an independent life as he will soon be getting married;
- g) His son will pay rent on the property and will be responsible for the utilities; and
- h) The previous N12 he issued was for this same reason but had to be withdrawn due to the address on the notice being incorrect.

22. The Landlords' child TA testified that:

- a) He is currently living with his parents and wants to live independently;
- b) He is getting married and the occupancy of the rental property is meant to be a gift to him;
- c) He is intending on living in the rental property for at least 12 months;
- d) He is employed full-time and will be contributing financially towards the costs of the property to help out his father; and
- e) His parents have been trying for 2-2.5 years to terminate this tenancy and this delay has helped up his marriage happening.

Tenant's Evidence

23. The Tenant testified that:

- a) Based on his experience with the Landlords, he suspects that the Landlords' child will not be moving into the rental unit;
- b) He believes that the Landlords have been overcharging him for utilities for a number of years;
- c) The Landlords attempted to increase his rent (to include utilities) to \$2,500.00 per month and there were discussions had repeatedly about rent increases between 2021-2023;
- d) He believes that his lawful rent should be \$1,440.00 per month but acknowledges that he signed a lease agreement for \$1,765.00 and paid \$1,765.00 per month for twelve months. He states that he was forced to sign this new lease agreement on October 20, 2023;
- e) His electricity was cut off for the period of October 19-23, 2023 due to non-payment of the utility bills. The utility bills were maintained in the Landlords' names;
- f) The Landlords threatened to tow his car due to him allegedly not parking in his proper space on the rental property;
- g) He raised concerns with smoke detectors in the rental unit that were never addresses; and
- h) He filed a Tenant application (T2/T6) with the LTB on January 18, 2026.

Analysis

24. I am satisfied, based on the evidence before me, on a balance of probabilities, that the Landlords, in good faith, require possession of the rental unit for the purpose of their child's residential occupation for a period of at least a year.
25. The Landlord WA and his child TA clearly explained their current circumstances and their need and desire for a new living arrangement. Their intentions presented as reasonable and were uncontradicted by the Tenant.
26. The Tenant's submissions did not provide evidence to the contrary or contradict the Landlords' evidence. While the Tenant contended that the Landlords' attempts to increase the rent for the rental unit during the period 2021-2023 and the issues with the utility payments in October 2023 that resulted in the cut-off of electricity in the unit for five (5) days constitute a bad faith consideration for the purposes of this application, I am not convinced. These issues are not proximate enough in time to either the first unsuccessful N12 (served on November 19, 2024) or the current N12 for me to come to the conclusion that there is any relationship between the Landlords' alleged actions and their desire to obtain the rental unit for their child.

27. Further, I am not convinced that the Landlords' attempt to sell the property in September/October 2024 demonstrated bad faith. The Landlords clearly explained that they listed the property due to financial difficulties, but withdrew the property from the market upon being reminded of their promise to their son.
28. I am also not convinced that the alleged parking and smoke detector issues constitute bad faith on the part of the Landlords due to the timeframe of these alleged concerns – again, these issues are not proximate in time enough for me to find them to be demonstrative of bad faith.

Compensation

29. The Landlords have compensated the Tenant an amount equal to one month's rent by December 3, 2025, the due date for compensation I extended in accordance with the discussion above.
30. The Tenant was required to pay the Landlords \$7,776.02 in daily compensation for use and occupation of the rental unit for the period from November 5, 2025 to March 18, 2026.
31. Based on the monthly rent, the daily compensation is \$58.03. This amount is calculated as follows: \$1,765.00 x 12, divided by 365 days.
32. The Landlords collected a rent deposit of \$1,765.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$103.48 is owing to the Tenant for the period from October 20, 2023 to March 18, 2026.
33. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

34. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
35. The Landlords requested a standard order, indicating that the Tenant has had ample time to find new accommodation.
36. The Tenant submitted that he lives in the rental unit with his spouse and three adult children. He indicated that he is disabled (back injury) and receives a monthly disability payment of \$850.00. His spouse earns approximately \$2,100.00 per month.
37. The Tenant stated that he has not been looking for a new place to live and would like a delay of potential eviction of 3-4 years so that he can focus on getting his children married. The Tenant has been living in the rental unit since 2014.
38. I have considered both parties' circumstances and, while the Landlords and their child's living situation may not be optimal, they have a place to live. Given the length of the tenancy, I find it would not be unfair to postpone the eviction until July 31, 2026 so that the Tenant can have additional time to find alternative housing.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after August 1, 2026.
4. The Tenant shall pay to the Landlords \$7,776.02, which represents compensation for the use of the unit from November 5, 2025 to March 18, 2026. Any payments to the Landlord made after November 5, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlords compensation of \$58.03 per day for the use of the unit starting March 19, 2026 until the date the Tenant moves out of the unit.
6. The Landlords owe \$1,868.48 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. If the Tenant does not pay the Landlords the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026

Date Issued

Curtis Smith

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on February 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.